



DECLARATION AND POWER OF ATTORNEY  
FOR PATENT APPLICATIONS

Attorney Docket No.7535.00002

As below named inventor, I hereby declare that:

My residence, mailing address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **FACILITIES MANAGEMENT SYSTEM**, the specification of which is attached hereto unless the following is checked:

(X) was filed on August 29, 2003, as United States Application Number 10/651,841.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as in accordance with 37 CFR § 1.56.

**POWER OF ATTORNEY:** I hereby appoint the attorneys and agents of the law firm Quirk & Tratos, Customer No. 29747, including the below-listed attorneys, to prosecute this application and any International application under the Patent Cooperation Treaty based on it and to transact all business in the U.S. Patent and Trademark Office connected with either of them in accordance with instructions from the assignee of the entire interest in this application; or from the first or sole inventor named below in the event the application is not assigned.

R. Richard Costello	(Reg. No. 51,583)	Edward J. Quirk	(Reg. No. 23,018)
Carrie E. Peterman	(Reg. No. 52,113)	Sarah Barone Schwartz	(Reg. No. 40,284)
Rob L. Phillips	(Reg. No. 40,305)		

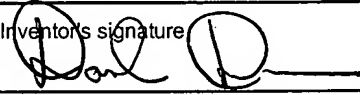
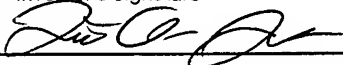
The authority under this Power of Attorney of each person named above shall automatically terminate and be revoked upon such person ceasing to be a member or associate of or of counsel to that law firm.


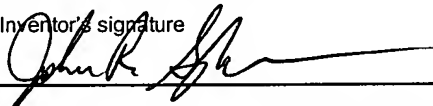
**DIRECT TELEPHONE CALLS TO:** : Sarah Barone Schwartz at 702-792-3773

**SEND CORRESPONDENCE TO** : Quirk & Tratos  
3773 Howard Hughes Parkway  
Suite 500 North  
Las Vegas, Nevada 89109

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon,

# DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATIONS

Full name of sole or first inventor David Duncan	Inventor's signature 	Date 5/14/04	Citizenship USA
Residence (city, state and country) Edmonds, Washington, USA	Mailing address (street and/or PO Box), city, state, zip code, country) 22516 92 <sup>nd</sup> Avenue N, Edmonds, WA 98020, USA		
Full name of second joint inventor Timothy A. Johns	Inventor's signature 	Date 5/13/04	Citizenship USA
Residence (city, state and country) Lynnwood, Washington, USA	Mailing address (street and/or PO Box), city, state, zip code, country) 7219 193 <sup>rd</sup> Place SW, Lynnwood, WA 98036, USA		

Full name of third joint inventor Ray Sharif	Inventor's signature 	Date 5/18/04	Citizenship USA
Residence (city, state and country) Lake Forest Park, Washington, USA	Mailing address (street and/or PO Box), city, state, zip code, country) 19205 55 <sup>th</sup> Avenue NE, Lake Forest Park, WA 98115, USA		
Full name of fourth joint inventor John Seghers	Inventor's signature 	Date 5/18/04	Citizenship USA
Residence (city, state and country) Woodinville, Washington, USA	Mailing address (street and/or PO Box), city, state, zip code, country) 16536 Mink Road NE, Woodinville, WA 98072, USA		

# DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATIONS

## Title 37, Code of Federal Regulations, §1.56

### **SECTION 1.56. DUTY TO DISCLOSE INFORMATION MATERIAL TO PATENTABILITY**

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98.\* However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office; or
- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

\* §§1.97(b)-(d) and 1.98 relate to the timing and manner in which information is to be submitted to the Office.

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THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application  
Inventor(s): David Duncan, et al.  
Appl. No.: 10/651,841  
Confirm. No.: Unknown  
Filed: August 29, 2003  
Title: Facilities Management System

PATENT APPLICATION

Art Unit: Unknown  
Examiner: Unknown

Customer No. 29747

**POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§ 3.71, 3.73(b)**

Commissioner for Patents  
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventors.

✓ A true copy of the Assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints the attorneys of QUIRK & TRATOS, Customer No. 29747, including, R. Richard Costello (Reg. No. 51,583); Carrie E. Peterman (Reg. No. 52,113); Rob L. Phillips (Reg. No. 40,305); Edward J. Quirk (Reg. No. 23, 018); and Sarah Barone Schwartz (Reg. No. 40,284) to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:  
Sarah Barone Schwartz  
QUIRK & TRATOS  
3773 Howard Hughes Parkway, Suite 500 N  
Las Vegas, Nevada 89109

Please direct all telephone calls to:  
Sarah Barone Schwartz  
(702)792-3773

Assignee: Synergis Systems, LLC  
Assignee Type: Limited Liability Company  
Signor's Name: DAVID DUNCAN  
Signor's Title: PRESIDENT  
Signature: [Signature] Date: 5/14/04

**COPY**

ASSIGNMENT

WHEREAS, We, David Duncan of Edmonds Washington; Timothy A. Johns of Lynnwood, Washington; Ray Sharif of Lake Forest Park, Washington; John Seghers of Woodinville, Washington, respectively, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **Facilities Management System** filed August 29, 2003 and given application number 10/651,841.

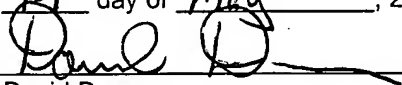
AND WHEREAS, SYNERGIS SYSTEMS, LLC, a Nevada Limited Liability Company, with its principal place of business at 170 W. Dayton, Suite 106A, Edmonds, Washington 98020 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the said improvements and the said Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, do hereby acknowledge that we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto ASSIGNEE, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof, and all rights of priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country and all applications for patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) which may be granted for said improvements in any country or countries foreign to the United States; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officials of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

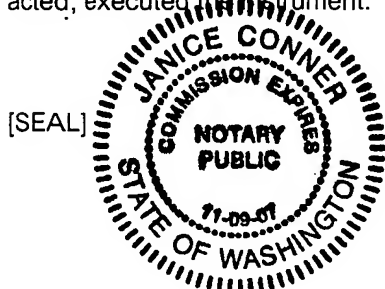
AND WE HEREBY covenant and agree that we will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

(1) IN TESTIMONY WHEREOF, I hereunto set my hand this

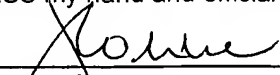
14 day of May, 2004  
  
David Duncan

STATE OF Washington  
COUNTY OF Snohomish ss:

On May 14, 2004, before me, David Duncan, personally appeared David Duncan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary

(4) IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of May, 2004.

John R. Seghers  
John Seghers

STATE OF Washington  
COUNTY OF Snohomish <sup>SS:</sup>

On May 14, 2004, before me, Jennine Shortall, personally appeared John Seghers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Jennine Shortall  
Signature of Notary

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## ASSIGNMENT

WHEREAS, We, Timothy A. Johns of Lynnwood, Washington and Ray Sharif of Lake Forest Park, Washington; respectively, believe we, along with David Duncan of Edmonds, Washington and John Seghers of Woodinville, Washington, are the original inventors of certain new and useful improvements disclosed in an application for United States Letters Patent entitled **Facilities Management System** filed August 29, 2003 and given application number 10/651,841.

AND WHEREAS, SYNERGIS SYSTEMS, LLC, a Nevada Limited Liability Company, with its principal place of business at 170 W. Dayton, Suite 106A, Edmonds, Washington 98020 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE"), desires to acquire all of our right, title, and interest in and to the said improvements and the said Application;


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, do hereby acknowledge that we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto ASSIGNEE, all of our right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof, and all rights of priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country and all applications for patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) which may be granted for said improvements in any country or countries foreign to the United States; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officials of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey our entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY covenant and agree that we will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

In return for the benefits conferred by this Assignment, SYNERGIS SYSTEMS, LLC, hereby releases in full, and forever discharges, acquits, and holds harmless each and every Assignee, including any their past or present parent, subsidiary or otherwise affiliated corporations, partnerships, or other business enterprises, and all of its or their past or present affiliates, related entities, partners, subsidiaries, insurers, predecessors, successors, assigns, directors, officers, shareholders, attorneys, accountants, representatives, agents and employees, from any and all claims, disputes, suits, demands, causes of action, liabilities, damages, expenses and obligations of every nature, character and kind (collectively "Claims"), whether known or unknown, which may now exist or hereafter may be discovered, specifically including without limitation any and all Claims arising from or relating to services or work performed or delivered to SYNERGIS SYSTEMS, LLC by any Assignee, any contracts or agreements between any Assignee and SYNERGIS SYSTEMS, LLC, or the subject matter of this Assignment or any patents that may be granted in connection with the above-referenced patent application. In addition, SYNERGIS SYSTEMS, LLC hereby agrees to indemnify, defend and hold Assignees harmless from and against any and all claims by any third party relating to the subject matter of this Assignment or any patents that may be granted in connection with the above-referenced patent application.

(1) IN TESTIMONY WHEREOF, I hereunto set my hand this 18<sup>th</sup> day of May, 2004.


  
Timothy A. Johns

STATE OF WA)  
COUNTY OF Snohomish) ss:

On May 18, 2004, before me Gerda J. Lacy, personally appeared Timothy A. Johns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
Signature of Notary

(2) IN TESTIMONY WHEREOF, I hereunto set my hand this 16<sup>th</sup> day of May, 2004.

Ray Sharif

COUNTY OF Iskolomish  
STATE OF Oaxtegon )ss:

On May 18<sup>th</sup>, 2004 before me Jenida J. Lee personally appeared Ray Sharif, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Shirley J. Lacy  
Signature of Notary



**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)  
**1. David Duncan; 2. Tim Johns; 3. Ray Sharif; 4. John Seghers**

Additional name(s) of conveying party(ies) attached?

( ) Yes (X) No

2. Name and address of receiving party(ies):

Synergis Systems LLC  
170 W. Dayton, Suite 106A  
Edmonds, Washington 98020

Additional name(s) of receiving party(ies) attached?

( ) Yes (X) No

3. Nature of conveyance:

- (X) Assignment  
( ) Merger  
( ) Security Agreement  
( ) Change of Name-  
( ) Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

1. May 14, 2004; 2. May 18, 2004; 3. May 18, 2004; 4. May 14, 2004

4. Application number(s) or Patent number(s):

( ) Application(s) filed herewith Execution Date(s):

(X) Patent Application Serial No.: 10/651,841  
Filing Date: August 29, 2003

( ) Patent No.:

Issue Date:

Additional numbers attached? ( ) Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Sarah Barone Schwartz  
QUIRK & TRATOS  
3773 Howard Hughes Parkway  
Suite 500 North  
Las Vegas, Nevada 89109**

**Attorney's Docket No. 7535.00002**

7. Total fee (37 CFR 3.41): \$40.00

(X) Check Enclosed

8. Deposit account number: --

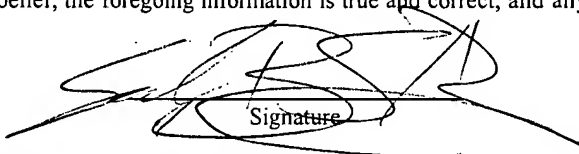
(X) The Commissioner is hereby authorized to charge any deficiency or overpayment of fees which may be required by this paper to Deposit Account No. 502466. Please show our docket number with any Deposit Account transaction

6. Total number of applications and patents involved: total # involved: **one**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

**Sarah Barone Schwartz**  
Name of Person Signing

  
Signature

**May 20, 2004**

Date

Total number of pages including cover sheet, attachments and document: 5

Director of the US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450